

**CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION**

Agenda Item Number: _____

Meeting Date: February 26, 2013

Attachments: ☒ Yes ☐ No

CITY COUNCIL ACTION

Date: March 4, 2013

☐ Approved ☐ Denied
☐ Amended ☐ Tabled
☐ Other

Originating Department: Engineering

Action Requested: Approve an amended agreement for the design services of the airport LS decommissioning and connecting sewer to the Western Interceptor Project.

Guiding Principle: Airport LS on City's CIP list and for the existing sewer service and future development of the Industrial park.

Introduction: The City currently holds a design contract with Donohue & Associates for the Western Interceptor Project. The amended scope of design work for the airport LS and connecting sewer has direct continuity to the Western Interceptor Project.

Background/Justification: (Refer to attached Proposed Amendment Figure)

The current Western Interceptor Project ends the sanitary piping at the R/W on the east side of CR 5. The action requested includes the design and contract incorporation of the continuation of sewer piping from the CR 5 R/W to the Airport LS to facilitate its decommissioning.

The Airport LS was originally constructed in 1963 and is in need of replacement. The connecting sewer will provide existing and future service to the Industrial park. Incorporating the project into the Western Interceptor Project will incur saving the City in professional services from contract preparation and the public bidding process, contractor material and mobilization costs, and LS operation and maintenance fees.

Fiscal Impact: Approval of contract amendment results in a \$19,675 increase (attached) in professional design services for Donohue & Associates paid thru the local option sales tax (LOST) fund.

Alternatives: Do nothing. Construct project independently.

Staff Recommendation: Approve proposed amendment for design services.

Reviewed by: *Bruce D. Peterson*

Preparer: Joshua Halvorson, P.E., Project Manager

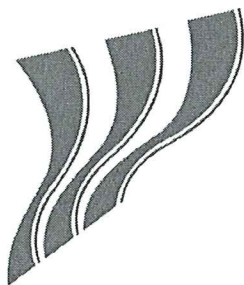
Signature:

Comments:



PROPOSED AMENDMENT FIGURE
AIRPORT LS REMOVAL & SEWER EXTENSION
 CITY OF WILLMAR
 WESTERN INTERCEPTOR SEWER
 WILLMAR PROJECT NO. 1110





CITY OF WILLMAR, MINNESOTA
REQUEST FOR COMMITTEE ACTION

Agenda Item Number: _____

Meeting Date: February 26, 2013

Attachments: ☒ Yes No
2013 Collection Budget, Draft RFP, 2012
CIP and excerpts from 2007 Technical
Memorandum (TM)-Lift Station
Improvement Recommendations

CITY COUNCIL ACTION

Date: March 4, 2013

☐ Approved ☐ Denied
☐ Amended ☐ Tabled
☐ Other

Originating Department: **Wastewater**

Action Requested: Approval to call for consultant RFP's for engineering design and construction-related services (CRS) for the demolition and replacement of the Sperryville Lift Station. (See attached DRAFT RFP)

Guiding Principle: In 2007 Donohue prepared an Infrastructure Management Plan for the WWTF. In the Plan the "TM-Lift Station Improvement Recommendations" suggested replacement of the Sperryville Lift Station in 2010 due to safety and atmospheric concerns. (See attached excerpts from Technical Memorandum-Lift Station Improvement Recommendations)

Introduction: Staff deems it necessary to implement the recommendation from the 2007 Donohue Technical Memorandum-Lift Station Improvement Recommendations for the following reasons as indicated below.

Background/Justification: The lift station was built in the 50's or earlier and is one of the original custom dry-pit stations. The lift station has several deficiencies: safety; outdated pumps and equipment (lack of parts); and doesn't meet electrical code (wet well vents into the control and pump room areas).

Fiscal Impact: The 2013 WWTF Collections Budget includes \$54,100 in professional services line item 651.48485.04.46 for both, design and CRS. There is also \$275,000 in line item 651.48485.05.52 for construction of the lift station. (See attached 2013 Budget and 2012 CIP)

Alternatives: None

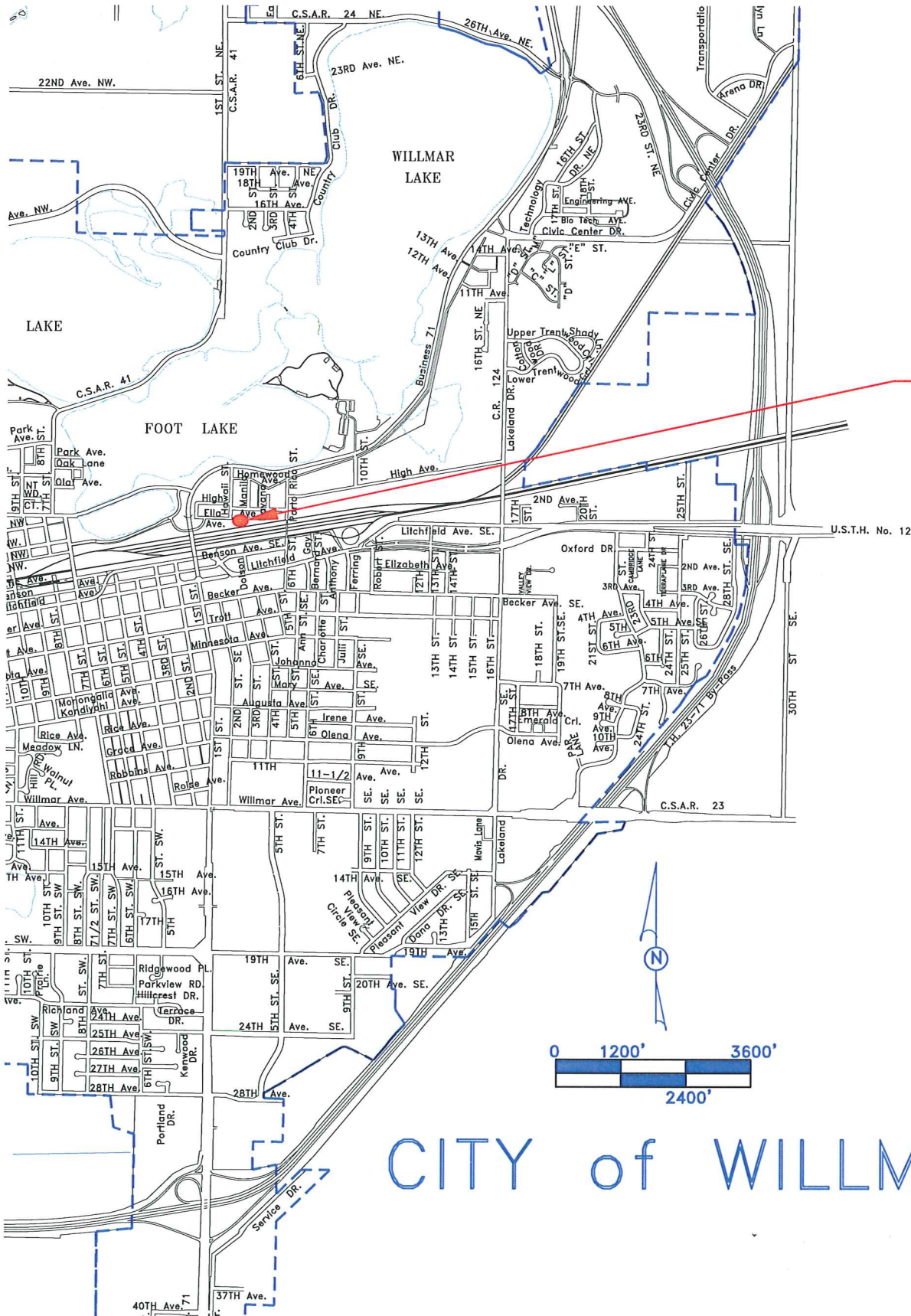
Staff Recommendation: Solicit RFP's for engineering design and construction-related services for the demolition and replacement of the Sperryville Lift Station.

Reviewed by: **Bruce D. Peterson**

Preparer: **Colleen Thompson, WWTF Supt.**

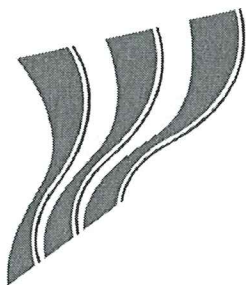
Signature: 

Comments:



Project Location

CITY of WILLMAR



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Originating Department: Engineering

Action Requested: Approve an agreement with Bolton & Menk for design and construction related services for the Willmar Avenue and 4th Avenue Southwest projects.

Guiding Principle: Completion of airport redevelopment related infrastructure.

Introduction: Work is scheduled for 2013 for the completion of Willmar Avenue across the former airport, including the quiet zone and construction of the 4th Avenue cul-de-sac.

Background/Justification: Willmar Avenue has been partially constructed through the old airport. The new construction would allow the connection between 22nd Street Southwest and that portion of Willmar Avenue constructed west of Industrial Drive. Fourth Avenue is platted and in the 2013 improvement project. The local option sales tax funds are available for these projects.

Fiscal Impact: Approval of the agreement would obligate the City to a maximum of \$47,000 in design and CRS services for 4th Avenue cul-de-sac and \$115,000 for design and CRS for Willmar Avenue.

Alternatives: 1. Do nothing
2. Delay construction

Staff Recommendation: Approve the agreement with Bolton & Menk for design, project management, and CRS services as presented.

Reviewed by:

Preparer: Bruce D. Peterson

Signature: 

Comments:

AGREEMENT

THIS AGREEMENT, made and signed this _____ day of _____, 2013 by and between the City of Willmar, County of Kandiyohi, State of Minnesota, hereinafter called the "OWNER" and Bolton and Menk, Inc. of Willmar, MN hereinafter called the "CONTRACTOR."

THIS AGREEMENT WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter stated, agree as follows:

ARTICLE I. The Contractor hereby covenants and agrees to perform and execute all the provisions of the proposal letter dated January 28, 2013, as approved by the City of Willmar for work identified as: 4th Avenue Southwest Improvements, Design, Project Management, Construction Observation, and Construction Staking.

ARTICLE II. The Owner agrees to pay on an hourly basis and the Contractor agrees to receive and accept payment in accordance with the prices as set forth in the fee schedule included with the proposal letter dated January 28, 2013, which prices shall conform to those in the accepted Contractor's proposal on file in the office of the City Clerk of Willmar, Minnesota, the aggregate of which prices, based on scope of work is estimated at \$47,000.

ARTICLE IV. In consideration of the agreements of Owner herein set out, Contractor does hereby agree to indemnify and hold Owner harmless from all claims or causes of action arising from injury or death to persons or from damage to property resulting from Contractor's negligent performance of this agreement. In addition to indemnifying and holding Owner harmless from any causes of action or claims, Contractor agrees to pay the costs Owner shall incur in defending itself against any action brought against it by any person claiming loss by injury or death or by damage to property. In the event that any such action is brought against Owner, Owner shall notify Contractor and Contractor shall have the opportunity to provide legal counsel and fully defend Owner. In the event that Contractor shall fail to provide an attorney and defend Owner, or in the event the attorney selected by Contractor is not approved by Owner and its insurance carrier, then Owner shall be entitled to hire its own attorney and Contractor shall pay the cost of Owner's entire defense. This paragraph shall not apply to any cause of action arising from the negligence of Owner.

ARTICLE V. This agreement, together with the documents hereinbefore mentioned in Article I, form the contract, and all documents are as fully a part of the contract as if attached hereto or herein repeated.

IN WITNESS WHEREOF, the parties of this agreement have hereunto set their hands and seals
as of the day and year first above written.

(SEAL)

CITY OF WILLMAR:

By: _____
Mayor

Attest: _____
City Administrator

CONTRACTOR:

In the Presence of:

By: _____

Title

AGREEMENT

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THIS AGREEMENT WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter stated, agree as follows:

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ARTICLE II. The Owner agrees to pay on an hourly basis and the Contractor agrees to receive and accept payment in accordance with the prices as set forth in the fee schedule included with the proposal letter dated January 28, 2013, which prices shall conform to those in the accepted Contractor's proposal on file in the office of the City Clerk of Willmar, Minnesota, the aggregate of which prices, based on scope of work is estimated at \$115,000.

ARTICLE IV. In consideration of the agreements of Owner herein set out, Contractor does hereby agree to indemnify and hold Owner harmless from all claims or causes of action arising from injury or death to persons or from damage to property resulting from Contractor's negligent performance of this agreement. In addition to indemnifying and holding Owner harmless from any causes of action or claims, Contractor agrees to pay the costs Owner shall incur in defending itself against any action brought against it by any person claiming loss by injury or death or by damage to property. In the event that any such action is brought against Owner, Owner shall notify Contractor and Contractor shall have the opportunity to provide legal counsel and fully defend Owner. In the event that Contractor shall fail to provide an attorney and defend Owner, or in the event the attorney selected by Contractor is not approved by Owner and its insurance carrier, then Owner shall be entitled to hire its own attorney and Contractor shall pay the cost of Owner's entire defense. This paragraph shall not apply to any cause of action arising from the negligence of Owner.

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IN WITNESS WHEREOF, the parties of this agreement have hereunto set their hands and seals
as of the day and year first above written.

(SEAL)

CITY OF WILLMAR:

By: _____
Mayor

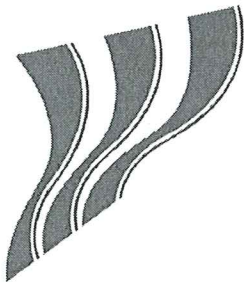
Attest: _____
City Administrator

CONTRACTOR:

In the Presence of:

By: _____

Title



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Originating Department: Engineering

Action Requested: Approval of a Cooperative Construction Agreement for the Willmar Avenue Southwest improvement project.

Guiding Principle: Completion of projects listed in the 2013 improvement project.

Introduction: Design of the Willmar Avenue project has begun and in the course of constructing the project, it is necessary to have a shared agreement for costs between the City and the County.

Background/Justification: The current Willmar Avenue project extends across the former airport property. The connecting link between 22nd Street and Industrial Drive is part of the 2013 project. There are construction related items that are eligible for cost sharing with the County and it is necessary to enter into a Cooperative Construction Agreement with the County for those costs. The new portion of Willmar Avenue will be added to the County State Aid System.

Fiscal Impact: City cost for the project will be reduced due to the County's participation.

Alternatives: City can do the project without the agreement and assume all costs.

Staff Recommendation: Approve the Cooperative Construction Agreement for Willmar Avenue SW.

Reviewed by:

Preparer: Bruce D. Peterson

Signature:

Comments:

**CITY OF WILLMAR & KANDIYOHI COUNTY
COOPERATIVE CONSTRUCTION AGREEMENT
SAP 34-623-27 AND SAP 175-080-005 (WILLMAR AVENUE SW)
IMPROVEMENT PROJECTS**

THIS AGREEMENT, made this _____ Day of _____, 2013, by and between the CITY OF WILLMAR, MINNESOTA, party of the first part, hereinafter known as CITY and the COUNTY OF KANDIYOHI, MINNESOTA, a party of the second part, hereinafter known as COUNTY, WITNESSETH:

That the parties to this agreement, each in consideration of the agreement on the part of the other herein obtained, do hereby agree, the CITY for itself, and the COUNTY for itself, as follows:

State Aid Project (SAP) No. 34-623-27 and State Aid Project (SAP) 175-080-005, Improvement Projects

THIS agreement shall apply only to improvement of that part of County State Aid Highway No. 23 from 22nd Street SW to Industrial Drive SW as detailed in the SAP No. 34-623-27 and SAP No. 175-080-005 Improvement Plans for said project.

Administration of the Project

The COUNTY agrees that the CITY shall hereafter act as the agent of the COUNTY in the award and administration of the contract for the SAP No. 34-623-27 and SAP No. 175-080-005 Improvement Plans.

Estimated Construction Costs

Estimated pre-bid construction costs incurred by the respective parties of this agreement are as shown in **Exhibit A**, which is attached to and made part of this agreement. If the contract bid price costs for the COUNTY exceed the pre-bid estimate by more than five percent (5%), the CITY shall re-submit the revised cost estimate to the COUNTY for approval before awarding the contract.

City Costs

The CITY agrees to finance, with its own funds, all items shown on the plan for SAP No. 34-623-27 and SAP No. 175-080-005, but excluding the cost of county construction items as provided in the following paragraph and itemized in attached **Exhibit A**. The City also agrees to provide with its own funds for design and construction engineering services for County and City.

County Costs and Payments

The COUNTY agrees to reimburse the CITY for the cost of the furnishing and/or installing, removal of bituminous pavement, common excavation, topsoil borrow, geotextile fabric, salvaged aggregate, aggregate base class 5, bituminous material for tack coat, Type SP 12.5 wearing course mix and Type SP 12.5 non-wearing course mix, and other related county construction items as itemized in attached **Exhibit A**.

The COUNTY further agrees that upon presentation of reimbursable costs certified to the COUNTY by a CITY generated Request for Payment; the COUNTY shall make payment to the CITY within 30 days.

Designated CITY/COUNTY Representatives

The City of Willmar Public Works Director shall be the designated CITY representative to approve any needed modification of work shown in the Plans during construction of the project. This includes the increase or decrease in quantities needed to accomplish the work or a change in the work requiring a Change Order. The Kandiyohi County Public Works Director shall be the designated COUNTY representative to approve any needed modification of the Plans affecting County costs requiring a Change Order.

CITY AND COUNTY APPROVAL

IN TESTIMONY WHEREOF, the County of Kandiyohi, by the authority of the Board of Commissioners, and the City of Willmar, by the authority of the of the City Council, have caused this agreement to be enacted, the day and year first written above.

CITY OF WILLMAR

Date: _____

BY: _____
City Mayor

BY: _____
City Administrator

Approved as to Form and Execution this _____ day of _____, 2013

_____, City Attorney

COUNTY OF KANDIYOHI

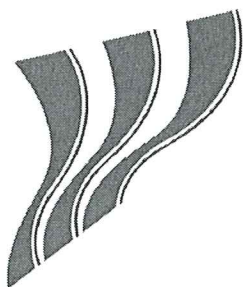
Date: _____

By: _____
Chairman of County Board

BY: _____
County Auditor/ Treasurer

Approved as to Form and Execution this _____ day of _____, 2013

_____, County Attorney



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Attachments: Yes No

CITY COUNCIL ACTION

Date: _____

☐ Approved ☐ Denied
☐ Amended ☐ Tabled
☐ Other

Originating Department: Engineering

Action Requested: Approval of plans and specifications for the 2013 improvement project and call for bids.

Guiding Principle: Completion of projects listed in the 2013 improvement project.

Introduction: Plans and specs have been completed for the 2013 projects as directed by the Council.

Background/Justification: The improvements were ordered by the Council on February 19, 2013. The next step in the process is to approve plans and specs and call for bids.

Fiscal Impact: Total estimated cost of the projects is approximately \$5.3 million, payable from a variety of sources.

Alternatives: 1. Do nothing
2. Delay

Staff Recommendation: Approve the plans and specifications for the 2013 improvement projects and call for bids.

Reviewed by:

Preparer: Bruce D. Peterson

Signature:

Comments: